

REMARKS

Claims 30, 32-42, 44-50 and 52-58 are pending. Claims 31, 43 and 51 have been canceled, without prejudice or disclaimer. Claims 50 to 58 have been withdrawn from consideration. Claims 30, 32-37, 40, 42, 44-47, 50, 52-56 and 58 are currently amended. Reconsideration of the application is requested.

§ 112 Rejections

Claims 39 and 49 stand rejected under 35 USC § 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which Applicant regards as the invention. In particular, the Office Action states that claims 39 and 49 do not further limit claim 30, “because if the layers have equal length, the intumescent layer then cannot be positioned entirely within the area of the non-intumescent layer.”

It is respectfully submitted that the Examiner has misinterpreted the meaning of “entirely within”, as that term is used throughout the present specification. It is submitted that a first layer is considered position entirely within the area of a second layer, when all of the area of the first layer overlaps or lies within the area of the second layer. The term “entirely within” does not require all of the edges of the first layer to be set back from all of the edges of the second layer, as the §112 rejection implies. If this was the meaning of “entirely within”, none of the disclosed embodiments of the present invention disclosed in the present application would be covered by the claims. As can be seen from the application, every disclosed embodiment has at least one edge (i.e., a lateral edge or an end edge) of the intumescent layer that is lined up (i.e., coextensive) with a corresponding edge of one or both non-intumescent layers. For example, see reference numerals 151 and 153 in Fig. 2A and 156, 157 and 158 in Fig. 2B. See also Figs. 3A and 3B. Every disclosed embodiment also has at least one edge of the intumescent layer that is “free of intumescent material” (e.g. see page 7, line 15). That is, each disclosed embodiment has at least one edge of the intumescent layer that is set back from the corresponding edge of the non-intumescent layers. A review of the examples also supports this interpretation of the term “entirely within”.

In summary, Applicant respectfully submits that the Examiner has misinterpreted the meaning of the term "entirely within", as clearly evidenced by the present disclosure. Accordingly, the rejection of claims 39 and 49 under 35 USC § 112, second paragraph, should be withdrawn.

Rejections

Claims 30 and 40-42 stand rejected under 35 USC § 102(e) as being anticipated by Close (US Patent No. 4,265,953).

Claims 30-34, 37-39, 40-46 and 49 stand rejected under 35 USC § 102(e) as being anticipated by Maus (US Patent No. 7,179,429).

Claims 35, 47-48 stand rejected under 35 USC § 103(a) as being unpatentable over Maus (US Patent No. 7,179,429 B1) in view of Wirth et al. (WO 99/39086 - using US Patent No. 6,967,006 B1 as the US equivalent document).

Claim 36 is rejected under 35 USC § 103(a) as being unpatentable over Maus (US Patent No. 7,179,429 B1) in view of Dinwoodie (US 2002/0025750 A1)

Response

The above rejections are overcome in light of the above amendments.


In view of the above, it is submitted that the application is in condition for allowance. Examination and reconsideration of the application is requested.

Respectfully submitted,

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